



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

#21/POA
14892-006001
S. Ellis
2-1004

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 C.F.R. § 3.73(b) TechVenture Associates, Inc., a Delaware corporation, certifies that it is the assignee of 100% of the right, title and interest in U.S. Patent Application Serial No. 09/409,242 by virtue of assignment from the inventor of the patent application. The assignment for the patent application was sent for recording in the Patent and Trademark Office on December 23, 2003.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints:

Russell Rippamonti, Reg. No. 39,521
William Borchers, Reg. No. 44,549
Kevin Gray, Reg. No. 37,141
Joshua Griswold, Reg. No. 46,310
Ruffin B. Cordell, Reg. No. 33,487

P. Weston Musselman, Jr., Reg. No. 31,644
Spencer Patterson, Reg. No. 43,849
Keith Taber, Reg. No. 46,114
Neil J. McNabnay, Reg. No. 47,786

all of the firm of:

FISH & RICHARDSON P.C.
1717 Main Street, Suite 5000
Dallas, Texas 75201
Telephone: (214) 292-4031
Facsimile: (214) 747-2091

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with full power of substitution and revocation, to prosecute the patent application and to transact all business in the United States Patent and Trademark Office connected with the patent and patent application.

Per 37 C.F.R. § 10.18(b), the undersigned has reviewed all the documents in the chain of title of the patent application identified above, or made an inquiry reasonable under the circumstances, and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

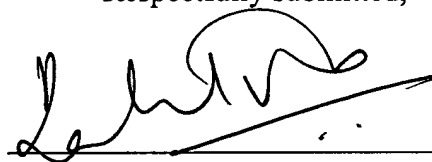
All correspondence regarding the patent application should be sent to:

Joshua A. Griswold
FISH & RICHARDSON P.C.
1717 Main Street, Suite 5000
Dallas, Texas 75201
Telephone: (214) 292-4034
Facsimile: (214) 747-2091

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Date: November 15, 2003



By: Rahul R. Vaid
Title: Director

TECHVENTURE ASSOCIATES, INC.
1814 Weanne Drive
Richardson, Texas 75082

NUNC PRO TUNC ASSIGNMENT

WHEREAS, I, RAHUL R. VAID of Richardson, Texas, have invented certain new and useful improvements in the following **"PRE-PAID AIRLINE TICKETS"** for which applications have been made for United States Letters Patent, including U.S. Patent Serial No. 09/409,242 filed on September 30, 1999 (hereinafter the "Application");

WHEREAS, TECHVENTURE ASSOCIATES, INC., a corporation organized and existing under the laws of Delaware, having its principal place of business at 1814 Weanne Drive, Richardson, Texas 75082 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring my entire right, title and interest in and to the invention, and in and to the Application and any Letters Patent that may issue thereon; and

WHEREAS, pursuant to certain agreements by which I have agreed to assign my entire right, title, and interest in and to certain intellectual property to ASSIGNEE, I have accordingly assigned my rights as detailed below at least as early as September 2, 2003;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I do hereby sell, assign and transfer NUNC PRO TUNC unto ASSIGNEE, its successors, assigns and legal representatives effective September 2, 2003, my entire right, title and interest in and to said invention and in and to said Application and all patents which may be granted therefore, and all full patent applications claiming benefit and/or priority from said Application, divisions, reissues,

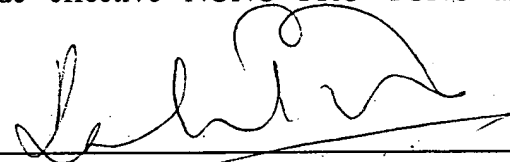
reexaminations, statutory invention registrations, substitutions, continuations, continuations-in-part, extensions, all of the inventions relating to the forgoing; all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all claims for damages by reason of past, present, and future infringement of the rights assigned under this ASSIGNMENT with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS if this transfer to ASSIGNEE had not been made, and I hereby authorize and request the Commissioner of Patents to issue all patents for said invention, or patents resulting therefrom, insofar as my interest is concerned, to the ASSIGNEE of my entire right, title and interest.

I also hereby sell and assign to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to said inventions throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention, and all rights to register said invention in appropriate registries; and

I further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

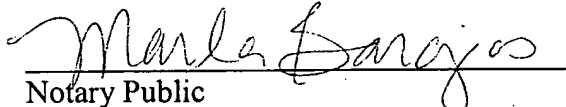
I hereby further agree that I will communicate to said ASSIGNEE, or its successors, assigns and legal representatives, any facts known to me regarding any improvements, and, at the expense of said ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of DECEMBER, 2003 and made effective NUNC PRO TUNC as of September 2, 2003.


Name: RAHUL R. VAID

State of Texas §
County of Dallas § ss.:
§

On this 17th day of December, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Rahul R. Vaid, known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.


Notary Public

My Commission Expires: _____

